

INTERAGENCY DISCLOSURE DRIVER AND PLATE SEARCH (DAPS)
DATA SHARING AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF LICENSING
AND
UNITED STATES DEPARTMENT OF HOMELAND SECURITY
IMMIGRATION AND CUSTOMS ENFORCEMENT
DETENTION AND REMOVAL OPERATIONS

This Agreement is made and entered into between the Department of Licensing, hereinafter referred to as DOL, and the United States Department of Homeland Security, Immigration and Customs Enforcement, Detention and Removal Operations. Upon execution, this Agreement cancels and supersedes DOL Contract No. K1019.

United States Department of Homeland Security
Immigration and Customs Enforcement
Detention and Removal Operations
12500 Tukwila International Blvd
Seattle, WA 98168

Phone: 206-835-0052
FAX: 206-835-0084
E-mail: Cindi.dodd@dhs.gov

Hereinafter referred to as the "Contractor" or "USER".

TERMS AND CONDITIONS

PURPOSE

DOL has established systems for disclosing vehicle and driver record information known as Driver and Plate Search (DAPS), that includes descriptions and ownership information, to law enforcement, 911 communication dispatch centers, governmental investigators and other governmental agencies based on expressed need as permitted by law. This is authorized by state and federal laws governing the release of such information and is obtained in accordance with Revised Code Washington (RCW) chapters 42.56 RCW, 46.12 RCW, 46.52 RCW and Washington Administrative Code (WAC) 308-10 and Chapter 18 USC Sec. 2721 -2725 Driver Privacy Protection Act (DPPA).

This Agreement provides the terms and conditions under which such information is provided for inspection and copying of records.

THEREFORE, IT IS MUTUALLY AGREED THAT:

DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

1. "*Confidential Information*" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW, or other state or federal statutes. Confidential Information includes, but is not limited to, social security numbers, credit card information, driver license numbers, personal information, law enforcement records, agency security data, and banking profiles.
2. "*Contractor*" means the primary agency, firm, provider, organization, individual, agent and/or other entity performing services or accessing the DAPS data system under this contract.
3. "*Data*" means information contained in the vehicle and driver records provided to Contractor under this Agreement.
4. "*Individually Identifiable Health Information*" is a subset of health information, including demographic information collected from an individual and relates to the past, present, or

future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, as set forth in 45 CFR § 164.501 as currently enacted and subsequently amended or revised.

5. "*Personal Information*" means information identifiable to any person, including, but not limited to information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure to the public or other unauthorized persons under either RCW 42.56.360, 42.56 RCW, or other state and federal statutes.
6. "*Protected Health Information*" means Individually Identifiable Health Information that is transmitted by electronic media, or transmitted or maintained in any other form or medium, as set forth in 45 CFR § 164.501, as currently enacted and subsequently amended or revised.
7. "*Subcontractor*" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this contract under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.
8. "*USER*" means the Contractor, the Contractor employee(s) or agent(s) or authorized entity performing on behalf of the primary Contractor and who will access the DAPS data system.

STATEMENT OF WORK

The parties to this Agreement shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for, or incidental to, the exchange of data as set forth in the

- Statement of Work, Attachment A;
- Budget, Attachment B;
- Driver and Plate Search (DAPS) Application and Employee List, Attachment C;
- Driver and Plate Search (DAPS) Appropriate Use Declaration, Attachment D, and
- Driver and Plate Search (DAPS) Employee List Modifications, Attachment E,

which are attached hereto and incorporated by reference herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall begin **on the date of execution, and end on February 28, 2014** unless extended or terminated sooner as provided herein. This Agreement may be extended in multiples of two (2) years and is at the exclusive option of the DOL and shall be affected by the DOL giving written notice of extension or renewal to Contractor prior to expiration.

Prior to an extension or renewal being issued the Contractor must submit a new DAPS Application and Employee List for updating.

PAYMENT and BILLING PROCEDURE

Payment for service(s) shall be in accordance with the *Budget*, Attachment B, attached hereto and incorporated herein. USER agrees to make payment of all fees due under this Agreement before or concurrent with receiving the information requested, and USER will provide payment with each request for a hard copy of disclosure information.

Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year; whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Unless otherwise agreed, all books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

CONFIDENTIALITY

The use or disclosure by any party of any information concerning the other party for any purpose not directly connected with the administration of responsibilities, with respect to services provided under this Agreement, is prohibited except as otherwise required by law or by prior written consent of the other party. Each party shall maintain as confidential all information concerning study findings and recommendations, as well as the business of the other party, its financial affairs, and relations with its clientele and its employees, and any other information, which may be specifically classified as Confidential Information. To the extent consistent with Washington State law, each party shall maintain all information, which the other party specifies in writing as Confidential Information. Each party shall have an appropriate Agreement with its employees and subcontractors to this effect.

SAFEGUARDING OF CONFIDENTIAL INFORMATION

Each Party shall not use or disclose Confidential Information in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Each Party agrees to comply with all federal and state laws and regulations, regarding data security and electronic data interchange of Confidential Information.

Each party shall protect Confidential Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss. Each party shall ensure their directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this Agreement. Each party and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of the other party or as otherwise authorized by law. Each party agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure. "USER" shall make the Personal Information available to amend as directed by DOL and incorporate any amendments into all the copies maintained by "USER" or its Subcontractors.

USER shall notify the DOL immediately of becoming aware of any unauthorized access, use or disclosure. Any breach of this clause may result in termination of the Agreement, suspension of on-line access accounts and the demand for return of all confidential information.

RIGHTS IN DATA

Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the DOL. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

SECURITY OF DATA

The confidentiality classification of the data determines the handling requirements for this data while it is in motion and at rest. The required protective measures are:

A recent independent security review of DOL's infrastructure recommended that all remote access to DOL's sensitive information be secured with strong authentication and encrypted communications. Given the security experts' recommendation and the sensitivity of the data provided from the DAPS system, DOL believes a strong authentication mechanism is required to positively identify the user of the system irrespective of the network used to access the application. Both digital certificates and SecureAccess WA are considered to have this strong authentication mechanism.

Each party shall take due care to protect the shared data from unauthorized physical and electronic access as described in this Agreement.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

SUBCONTRACTING

With prior written consent, either party may enter into subcontracts for any of the work or services contemplated under this Agreement. Consent shall not be unreasonably withheld. This clause does not include contracts of employment between a party and personnel assigned to work under this Agreement. Each party is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this Agreement are carried forward to any subcontracts.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION OF ACCESS

Each party may at its discretion disqualify an individual authorized by the other party from gaining access to data pursuant to *Driver and Plate Search Application and Employee List*, Attachment C, which is attached hereto and incorporated by reference. Notice of termination of access will be by written notice and become effective upon receipt by the other party. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

DISPUTES

In the event that a dispute arises under this Agreement, a Dispute Board shall determine it in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a

determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

ORDER OF PRECEDENCE

Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes and rules;
2. Terms and Conditions set forth in this Agreement;
3. Statement of Work; and any attachments;
4. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The ability of the Contractor to obtain data pursuant to this Agreement shall not be assigned or delegated in whole or in part, except as expressly provided by this Agreement or by the express prior written consent of DOL.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

RIGHTS OF INSPECTION

Each party shall provide right of access to the other party, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance of internal policies and procedures, and/or records relating to the safeguarding, use, and disclosure of Confidential Information obtained or used as a result of this Agreement. Each party shall make available information necessary for the other party to comply with an individual's right to access, amend, and receive an accounting of disclosures of their Confidential Information.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

INDEMNIFICATION

Each party to this agreement shall be responsible for its own acts and /or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager is:	The Contract Manager for DOL is:
<p>Cindi Dodd United States Department of Homeland Security, Immigration and Customs Enforcement, Detention and Removal Operations 12500 Tukwila International Blvd Seattle, WA 98168 Phone: 206-835-0052 FAX: 206-835-0084 E-Mail: Cindi.dodd@dhs.gov</p>	<p>Dani Waldron Department of Licensing Research and Client Support PO Box 2076 Olympia, WA 98507-2076 Phone: 360-902-3824 FAX: 360-570-4924 E-Mail: dwaldron@dol.wa.gov</p>

Program Support Communications

All program support communications from the USER to DOL shall be directed through the DOL Research and Client Support, see Program Support section in the Statement of Work, Attachment A, for contact information.

ALL WRITINGS CONTAINED HEREIN

This Contract consists of fourteen (14) pages including the following attachments:

- A = Statement of Work
- B = Budget
- C = Driver and Plate Search Application and Employee List
- D = Driver and Plate Search (DAPS) Appropriate Use Declaration,
- E = Employee List Modifications

This Contract sets forth in full all the terms and conditions agreed upon by the parties. Any other agreement, representation, or understandings, verbal or otherwise, regarding the subject matter of this Contract shall be deemed to be null and void and of no force and effect whatsoever.

IN WITNESS WHEREOF, the parties have executed this Agreement, affirm they have the authority to bind their respective parties to the terms and conditions of this Agreement.

United States Department of Homeland Security
Immigration and Customs Enforcement
Detention and Removal Operations

State of Washington
Department of Licensing

(Signature)

(Date)

(Print Name)

Michael Melendez
Assistant Field Office Director

(Title)

6d

(Federal Tax ID number or UBI)

Jan Smallwood, Assistant Director (Date)

APPROVED AS TO FORM ONLY

Signature on File February 2, 2011
Susan Pierini AAG (Date)

Attachment A
STATEMENT OF WORK

SCOPE

DAPS is used by the Department of Licensing (DOL) to respond to inquiries and is used to locate a vehicle or driver record when only partial information is available. DOL shall provide the application in a browser environment and is available for search queries 24 hours a day, except during system maintenance.

DOL shall disclose vehicle and driver record information for inspection and hard copying when requested by USER over a secure Internet connection using DOL's DAPS application. Access to DAPS is for secure use by USER and USER's employees only.

The USER will also ensure that they will not share the information or provide screen prints of the DAPS with anyone outside the workplace, and will not use any information for their own purpose and/or benefit. Any use of the application by persons other than employees of the USER or for purposes other than to accomplish the USER's official job functions is grounds for immediate termination of this Agreement as provided herein.

PROGRAM SUPPORT

The program support liaison for the USER shall be the primary contact for all communications regarding:

- Installation and operations of DAPS;
- Registration process of the digital certificate and SecureAccess Washington
- Troubleshooting issues or problems that occur;
- User acceptance testing for system updates;
- Law enforcement questions;
- Processes for modifying, adding, terminating employees from Employee List and/or general questions
- Notification of system maintenance

The Program Support for DOL is:

Department of Licensing
Research and Client Support
PO Box 2076
Olympia, WA 98507-2076

Phone: 360-902-3708
FAX: 360-570-4943

E-Mail: dapscomm@dol.wa.gov
Mon- Fri. 8:00am to 5:00pm

USERS Shall:

1. Take all steps necessary to ensure the application is accessible and used only by authorized personnel to accomplish their official job functions.
2. Obtain necessary forms from the DOL website at <http://www.dol.wa.gov/forms> (form numbers 42.201, 420-203, 420-205.)
3. Notify DOL in writing of employees who are eligible for access to the DAPS system using the DAPS Application Employee List form incorporated herein by reference.

4. Be responsible to immediately notify DOL in writing of any changes to the access eligibility by using the DAPS *Employee List Modification* incorporated herein by reference.
5. Ensure the USER and USER's employees and agents will maintain the confidentiality of vehicle and driver records by:
 - a. protecting their account numbers and passwords;
 - b. regularly changing passwords, by instructing users to change their password every 90 days, as recommended for security enhancement and by using hard to guess passwords; particularly when there are changes in personnel;
 - c. instituting penalties for misuse of data; and
 - d. ensuring that employees are familiar with the provisions of this contract.
6. Have the ability and are responsible to cancel its SecureAccess account.
7. With a written request to DOL, USER may be allowed to obtain hard copies of records:
 - a. Copy of an individual vehicle/ and driver record may be provided as authorized in RCW 46.12.380, RCW 46.52.120 and RCW 46.52.130.
 - b. Lists of individual records may be provided as authorized in RCW 46.12.370 and RCW 42.56.
 - c. NOTE regarding the updating of information:
 - i. Vehicle responses received may contain information that has not been updated for up to 48 hours.
 - ii. Driver responses received may contain information that has not been updated for up to 24 hours.
8. Require USER employees to apply for and receive either a digital certificate from IdenTrust or registration with SecureAccess Washington for **each** employee accessing the DAPS application.
9. USER is provided the following options for access to the DOL DAPS system, IdenTrust and SecureAccess Washington or may elect to use both options.
 - IdenTrust (Fee Applies)
The USER will pay IdenTrust for the digital certificates along with a certificate renewal fee every two years. As a licensed, regulated entity, IdenTrust must comply with Washington law RCW 19.34 and operate under the rules set forth in chapter 434-180 of the Washington Administrative Code.
 - SecureAccess (No Fee)
SecureAccess WA is a single sign-on application gateway created by Washington State's Department of Information Services and allows Internet access to multiple online government services with the use of a unique single self-generated User-ID and password.

DESCRIPTION OF DATA

This Agreement governs the transfer and access to the following data:

DOL shall disclose vehicle and driver records for inspection and copying when requested by USER in writing, by telephone, or over the Internet. Each request for disclosure shall be accompanied by the USER's unique account code assigned by DOL. Costs incurred for records disclosed will be imposed as defined in this Agreement.

DATA SECURITY

Contractor shall protect the Data from unauthorized physical and electronic access while it is in motion and at rest, as described below:

1. Electronic Access: Contractor shall ensure electronic access is authorized using individual accounts, hardened passwords and require changing of passwords at least every 120 days.

2. Encryption and Decryption: When applicable, Contractor shall furnish encryption and decryption software compatible with DOL's software to ensure security and confidentiality (when using SDT process or Confidential Information received is in motion or at rest).
3. Apply Security Patches: Contractor shall be diligent in the timely installation of security patches for all information technology assets, hosts and networks that process DOL Data, including, but not limited to, securing computers and installing update patches.
4. IT Security Policies and Procedures: Contractor shall maintain and enforce information technology security policies and procedures consistent with this Contract, and provide an electronic copy to DOL upon request within three (3) business days. Contractor's information technology security policies and procedures shall include a computer incident response policy and procedure and annual security training to its employees.
5. Protection/Intrusion Devices: All Contractors' information technology assets that store/process DOL Data shall be physically secured from unauthorized access. Contractor shall employ adequate devices such as Intrusion Protection (IPS) and Intrusion Detection (IDS) devices and system log monitoring to ensure unauthorized users cannot access Contractor information technology assets in a manner that allows DOL Data to be compromised.
6. Periodic Vulnerability Scanning and Penetration Testing: Contractor shall periodically scan information technology hosts and networks that process DOL Data for vulnerabilities to exploitation. This is a utility that will look at your system to determine if there are weaknesses.
7. Self Audits: Contractor agrees to conduct an annual internal and independent audit to review Contractor's data protection, access and appropriate use. These audits shall be conducted at the Contractor's expense. The Contractor agrees to provide DOL with copies of each audit and the results of each audit within thirty (30) days of audit completion or upon request.

DATA CLASSIFICATION DECLARATION

Data described in this data sharing Agreement is assessed to be in the following data classification:

Confidential Information Requiring Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.
- b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

ACCESS TO DATA

Method of Access/Transfer

The data shall be provided by the DOL based upon the option(s) chosen by Contractor at the time of application either Digital Certificate with IdenTrust and/or SecureAccess Washington or both.

Frequency of Data Exchange

Repetitive: Continual as needed basis.

Authorized Access to Data

Access to "Confidential" or "Restricted Confidential" information is limited to individual agency staff and business partners who are specifically authorized and who have a business need-to-know. In accordance with the terms contained herein and prior to making the data available, the USER shall notify all staff with access to the data of the use and disclosure requirements.

USER will be responsible for ensuring that all employees obtaining access to the DAPS application have reviewed this contract and signed the *DAPS Appropriate Use Declaration* form incorporated herein by reference. This form will be kept on file at the USER's location.

TERMINATION OF ACCESS

Either party may at its discretion disqualify an individual authorized by the Agency from gaining access to data. Notice of termination of access will be by written notice and become effective upon receipt, and a copy of such notice shall be provided to DOL. Termination of access of one individual by either party does not affect other individuals authorized under this Agreement.

USE OF DATA

The data provided by DOL shall be used and accessed by USER only for the limited purposes of carrying out activities pursuant to this Agreement as described in USER'S application for access submitted prior to issuance of this Agreement and incorporated by reference herein. The data shall not be duplicated or redisclosed without prior written authority of DOL. USER or USER employees shall not use the data provided for any purpose not specifically authorized under this Agreement.

PROHIBITED USE OF DATA

1. USER shall not furnish to any person, association, or organization any of the information, or part thereof or provide a screen print obtained from DOL. All exceptions to the above must be pre-approved in writing by the Director of DOL, or the Director's designee, setting out any limitations or conditions to which the approval is subject. Such written approval must be granted by the DOL prior to the requested use of, or release of, the information that is subject to the exception.
2. The personal use of information is strictly prohibited.
3. The sale or other distribution of vehicle, owner name or address or driver name or address to another person is in violation of this Agreement. This subsection shall not prevent USER from requesting additional specific exceptions from this section from DOL, subject to prior written approval of, and any conditions imposed by, DOL. No exceptions shall be valid unless approved in writing by the Director of DOL or his/her designated designee, accompanied by a statement of conditions, if any, imposed on such approval, prior to the intended use of the information that is the subject of the exception.
4. In the absence of actual delivery to and receipt by either party by mail or other means at an earlier date and/or time notice of termination shall be conclusively deemed to have been delivered to, and received by, the other party as of midnight of the third day following the date of its posting in the United States mail, addressed as provided herein.

ATTACHMENT B
BUDGET

COST PER RECORD

1. HARD COPIES:

When DOL is requested to provide hard copies of records to USER, USER agrees to pay DOL a fee covering DOL's direct cost for copying records, not to exceed fifteen cents (\$.15) for each photocopy, seventy-five cents (\$.75) for each copy of microfilm, microfiche or imaged document, plus delivery costs.

2. CERTIFICATION:

When copies of records are requested, USER agrees to pay DOL a fee of one dollar and fifty cents (\$1.50) for each certification affixed to any print or photocopy, plus delivery costs.

3. COMPUTER-GENERATED LISTS:

USER agrees to pay DOL a fee covering DOL's direct cost for computer-generated lists. The fee for each request shall be agreed upon prior to DOL disclosing the information.

DOL maintains the right to increase or decrease the fees for rendering service under this Agreement. Any amendment to the fees shall be subject to a change in the Agreement as provided herein.

ATTACHMENT C



**Driver And Plate Search (DAPS)
Application Employee List**

We have received your request for access to the DAPS system. List the employees requiring DAPS access and check the type of access for each. When completed send this form to:

**Research and Client Support
Department of Licensing
PO Box 2076
Olympia, WA 98507-2076
Fax: (360) 570-4943**

Fax: (350) 570-4943

We are committed to providing equal access to our services.
If you need accommodation, please call (360) 902-3600 or TTY (360) 664-0116.

ATTACHMENT D



Driver And Plate Search (DAPS) Appropriate Use Declaration

DAPS USERS WILL:

- 1) Ensure the confidentiality and privacy of the information accessed.
- 2) Only use the information to accomplish official job duties.

DAPS USERS WILL NOT:

- 1) Share the information with any unauthorized person.
- 2) Use the information for personal reasons or benefit.

Misuse of this information is a felony and is punishable by fine and/or imprisonment.

I reviewed the Interagency Agreement with my supervisor and understand the expectations for using DAPS.

Print employee name

Employee serial / badge number

X

Employee signature

Date _____

Print Supervisor name

Supervisor signature

Date _____

Signed copies of this declaration should be kept on file in your office - please do not return to DOL.

We are committed to providing equal access to our services.

If you need accommodation, please call (360) 902-3600 or TTY (360) 664-0116.

TD-420-202 (R/11/10)

ATTACHMENT E



**Driver And Plate Search (DAPS)
Employee List Modification**

You can use this form to add, remove or update user information for the DAPS system. When completed, send to:

Research and Client Support
Department of Licensing
PO Box 2076
Olympia, WA 98507-2076
Fax: (360) 570-4943

DAPS account number		
Agency name		
Agency address		
City	State	ZIP code
Contact name (printed)	City	State (a code) / ZIP code number
Statute (RCW) number		

Note: Agencies with employees that will access DAPS using a digital computer must provide us with a digital certificate that gives them legal authority to access the social security numbers of the employees. Call the DOL for needed information.

Check the type of access:

Add user A new employee needs to apply for a digital certificate to access the system.

Print employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA

Remove user

Print employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA

Update user information

Print current employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print updated employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print current employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print updated employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA
Print current employee name	Type of access <input type="checkbox"/> DC <input type="checkbox"/> SA

X

Signature of contact

Effective date

We are committed to providing equal access to our services.

If you need accommodation, please call (360) 902-3600 or TTY (360) 684-0116.

TD-420-206 (REV11/09/W)

Redaction Log

Reason	Page (# of occurrences)	Description
6d	6 (1)	RCW 42.56.230(4); 42 U.S.C. § 405(c)(2)(C)(viii)(I); RCW 42.56.070(1). Personal Information – Tax ID. Information required of any taxpayer in connection with the assessment or collection of any tax (Social Security Number) is protected from disclosure.